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Illinois Anti-Predatory  
Lending Database  
Program

236 NW 006042  
Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

Doc#: 2415722049 Fee: \$107.00  
CEDRIC GILES  
COOK COUNTY CLERK'S OFFICE  
Date 6/5/2024 10:09 AM Pg: 1 of 13

The property identified as: **PIN:** 19-24-420-019-0000

**Address:**

**Street:** 6957 S. Artesian Avenue

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60629

**Lender:** Go Investments LLC

**Borrower:** F & V Rack Repair LLC

**Loan / Mortgage Amount:** \$315,000.00

This property is located within the program area and is exempt from the requirements of 705 ILCS 77/70 et seq. because it is not owner-occupied.

**Certificate number:** 24EE22D9-3FA2-40DF-8CE4-CF186FA0EB1E

**Execution date:** 5/31/2024

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**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$336,300.00 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

**Prepared by and**

Record and Return to:

Amy M. VO, Esq.  
VO LAW  
97 Orange Street  
St. Augustine Fl.  
32084

File No. \_\_\_\_\_

## MORTGAGE AND SECURITY AGREEMENT

**THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage"), is made and executed this 31 day of May, 2024, by F&V Rack Repair LLC, a Illinois limited liability company, whose post office address is 8123 Lorraine Ave, Burbank IL ("Mortgagor"), which term shall include the legal representatives, successors and/or assigns of the Mortgagor wherever the context so requires or admits, to Go Investments LLC, a Florida limited liability company, its successors and/or assigns, as their interest may appear, whose post office address is 11110 W. Oakland Park Blvd., Ste. 289, Sunrise, Florida 33351 ("Mortgagee"), which term shall include the legal representatives, successors and assigns of Mortgagee wherever the context so requires or admits.**

### WITNESSETH

In consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, and to secure the repayment of such indebtedness and the performance by Mortgagor of all covenants and conditions contained herein and the repayment of any future advances made to Mortgagor pursuant to the terms of this Mortgage, the Mortgagor does hereby mortgage, grant, bargain, sell, align, remise, release, convey and confirm unto the Mortgagee, its successors and assigns, and where applicable grant Mortgagee a security interest in all that certain real property, situated in the County of Cook, State of Illinois, described as follows:

**See Exhibit A**

**Parcel Identification Number: 19-24-420-019-000**

**Commonly Known as: 6957 S. Artesian Avenue, Chicago, Illinois 60629**

(the "Property").

**TO HAVE AND TO HOLD** the same, together with all buildings, structures and improvements now and hereafter situated on the Property and all fixtures now and hereafter

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attached thereto and together with all rights-of-way, streets, alleys, easements and appurtenances thereunto belonging or in anyway appertaining whether now or hereafter owned or acquired by Mortgagor, including all rights of ingress to and from the Property and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also all the estate, right, title, interest, property, possession, claim and demand whatsoever as well in law as in equity of the Mortgagor in and to the same and every part and parcel thereof unto the Mortgagee, and his heirs, legal representatives, successors and assigns in fee simple and all of the foregoing together with the Property shall hereinafter be referred to as the "Property" or "Mortgaged Property".

And Mortgagor, for themselves, and their heirs, legal representatives, successors and assigns, hereby covenants with Mortgagee, its legal representatives, successors and assigns, that Mortgagor is indefeasibly seized of the Property in fee simple; that the Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagee, its legal representatives, successors and assigns, at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Property, and every part thereof; the Property is free from all encumbrances; that Mortgagor, their heirs, legal representatives, successors and assigns, will make such further assurances to perfect the fee simple title to the Property in the Mortgagee, its legal representatives, successors and assigns, as may reasonably be required; and that Mortgagor does hereby fully warrant the title to the Property and every part thereof and will defend the same against the lawful claims of all persons whomsoever.

**PROVIDED ALWAYS**, that if the Mortgagor shall pay unto Mortgagee that certain promissory note of even date in the original principal amount of Three Hundred Fifteen Thousand and 00/100 Dollars (\$315,000.00) having a maturity date of November \_\_, 2024, and all modifications, renewals and extensions thereof, which by this reference is made a part hereof (the "Note or Promissory Note"), and shall duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every the stipulations, agreements, conditions and covenants of the Promissory Note and of this Mortgage, then this Mortgage and the estate hereby created shall cease and be null and void.

The Note, Mortgage and all other documents executed or delivered by Mortgagor in connection therewith are collectively referred to as the "Loan Documents".

And Mortgagor for itself and its heirs, legal representatives, successors and assigns, hereby covenants and agrees to and with Mortgagee, its legal representatives, successors and assigns:

1. **Payment of Indebtedness.** To pay all and singular the principal and interest and the various and sundry sums of money payable by virtue of the Promissory Note, and this Mortgage, each and every, promptly in the manner and at the times provided in the Note and this Mortgage.

2. **Payment of Taxes, Assessments and Liens.** To pay all and singular the taxes, assessments, liens, levies, liabilities, obligations and encumbrances of every nature and kind now imposed on the Mortgaged Property, and/or that hereafter may be imposed, suffered, placed, levied

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or assessed upon this Mortgage and/or the indebtedness secured hereby, each and every (collectively "Encumbrances"), when due and payable, according to law, before they become delinquent; and in so far as any Encumbrances is of record the same shall be promptly satisfied and discharged of record and the original official document (such as, for instance, the tax receipt or the satisfaction paper officially endorsed or certified) shall be placed in the hands of Mortgagee within ten (10) days after request by Mortgagee; and in the event that any of such Encumbrances is not so paid, satisfied and discharged, Mortgagee may at any time pay the same or any part thereof without waiving or affecting any option, lien, equity or right under or by virtue of this Mortgage, and the full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the rate of twelve percent (12%) per annum and together with such interest shall be secured by the lien of this Mortgage.

**3. Insurance.** To place and continuously keep the buildings and improvements, if any, now or hereafter situate on the Property and insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including without limitation, floods, for which Mortgagee requires insurance in the usual standard policy form, in such amounts and for such periods as may be required by Mortgagee; and, if required by Mortgagee, to obtain and maintain comprehensive general liability insurance in an amount acceptable to Mortgagee, naming Mortgagee as an additional insured, and all such insurance on any of said buildings and improvements or any required liability insurance, shall be carried in companies approved by Mortgagee and the policies and renewals thereof, in the aggregate sum aforesaid or in excess thereof, shall contain the usual standard mortgagee clause making the loss under said policies, each and every, payable to Mortgagee as their interest may appear, and each and every such policy shall be promptly delivered to and held by Mortgagee; and, upon request of Mortgagee deliver to Mortgagee a renewal thereof, together with a receipt for the premium of such renewal; and there shall be no such insurance placed on any of said buildings and improvements, unless in the form and with the loss payable as aforesaid; and in the event any sum of money becomes payable under such policy or policies, Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured hereby or to permit Mortgagor to receive and use it or any part thereof, for other purposes without thereby waiving or impairing any equity, lien or right under or by virtue of this mortgage; and in the event Mortgagor shall for any reason fail to keep the buildings and improvements so insured, or fail to maintain comprehensive general liability insurance, if required, or fail to deliver promptly any of said policies of insurance to Mortgagee, or fail promptly to pay fully any premium therefor, or in any respect fail to perform, discharge, execute, effect, complete, comply with and abide by their covenant, or any part hereof, Mortgagee may place and pay for such insurance or any part thereof without waiving or affecting any option, lien, equity, or right under or by virtue of this Mortgage, and the full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the rate of twelve percent (12%) per annum and together with such interest shall be secured by the lien of this Mortgage.

**4. Care of Mortgaged Property.** Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, and shall keep the Mortgaged Property, including any buildings and improvements thereon in good condition and repair. Mortgagor shall notify Mortgagee in writing within five (5) days of any injury, damage, or impairment to or occurring on the Mortgaged Property including, but not limited to, serious injury

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or loss by death or otherwise occurring on the Mortgaged Property. Mortgagee may, at Mortgagee's discretion, have the Mortgaged Property inspected from time to time and if such inspection is due to a default by Mortgagor, Mortgagor shall pay all costs incurred by Mortgagee in accomplishing such inspection.

5. **Payment of Expenses.** To pay all and singular the costs, charges and expenses, including reasonable attorney's fees and the cost of abstracts of title, incurred or paid at any time by Mortgagee to protect this Mortgage, the Note or Mortgagee's interest in the Mortgaged Property or because and/or in the event of the failure on the part of the Mortgagor to duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every the stipulations, agreements, conditions and covenants of the Note, and this Mortgage, any or either. All such costs, charges and expenses, each and every, shall be immediately due and payable, whether or not there be notice, demand, attempt to collect or suit pending; and the full amount of each and every such payment shall bear interest from the date thereof until paid at the rate of twelve (12) percent per annum; and all such costs, charges and expenses so incurred or paid, together with such interest, shall be secured by the lien of this Mortgage.

6. **Representations and Warranties.** Mortgagor hereby represents and warrants that (a) to the best of Mortgagor's knowledge and belief, there is no litigation or similar proceedings threatened or pending against the Mortgaged Property or which may materially affect the ability of the Mortgagor to perform its obligations hereunder; (b) there are no outstanding or unpaid judgments against Mortgagor and all federal and state taxes, assessments or fees imposed upon Mortgagor or the Mortgaged Property have been paid; (c) no consent, approval or other authorization is required with respect to this transaction from any person or under any document which Mortgagor is obligated or bound; (d) if Mortgagor is a corporation, the execution and delivery of the Note and Mortgage does not conflict with or violate any provision of the corporation's Articles of Incorporation or By Laws and has been duly authorized by the corporation; and (e) if Mortgagor is a Partnership or Limited Liability Company, the execution and delivery of the Note and Mortgage does not conflict with or violate the Partnership Agreement, Articles of Organization or Operating Agreement and have been duly authorized by the Partnership or Company.

7. **Additional Documents.** At any time and from time to time, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered to Mortgagee and, where appropriate, shall cause to be recorded or filed and from time to time thereafter to be recorded or refiled at such time and in such offices and places as shall be deemed desirable by Mortgagee, any and all such further mortgages, instruments of further assurance, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, enlarge or perfect, or to continue and preserve the obligations of Mortgagor under the Note, this Mortgage or Loan Documents, and the lien of this Mortgage as a first and prior lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by Mortgagor. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record or refile any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee agent and attorney-in-fact of Mortgagor to do so.



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8. **No Transfer; Assumption:** It is understood and agreed by Mortgagor that as part of the inducement to Mortgagee to make the loan evidenced by the Note, Mortgagee has considered and relied on the creditworthiness and reliability of Mortgagor. Mortgagor covenants and agrees not to sell, convey, transfer, lease or further encumber any interest in or any part of the Mortgaged Property without the prior written consent of Mortgagee and any such sale, conveyance, transfer, lease or encumbrance made without the prior written consent of Mortgagee shall be void. Further, if Mortgagor is a corporation, partnership, limited liability company, trust or other entity, the sale, assignment, pledge, transfer, hypothecation, merger, conversion, or other disposition or transfer of fifty percent (50%) or more of any proprietary or beneficial interest in Mortgagor, without the prior written consent of Mortgagee, shall be deemed to be a transfer of an interest in the Mortgaged Property and a default under this Mortgage. If any person should obtain an interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement, of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor and a default hereunder.

9. **Hazardous Materials:** For the purpose of this mortgage, unless the context otherwise requires, the following terms shall have the meaning herein specified:

(a) "Hazardous Materials" shall mean (i) any "hazardous waste" including those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material now or at any time in effect; or (ii) any "pollutants", "petroleum" or "petroleum product".

(b) "Hazardous Materials Contamination" shall mean the contamination, whether presently existing or hereafter occurring, of the improvements, facilities, soil, ground waters, air or of any other property as a result of Hazardous Materials at any time emanating from the Mortgaged Property.

The Mortgagor represents and warrants that from and after the date hereof, the use and operation of the Mortgaged Property will comply with all applicable environmental laws, rules and regulations, including without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto and Mortgagor shall continue to comply therewith at all times. Specifically from and after the date hereof and without limiting the foregoing neither the Mortgagor nor any other person will at any time cause or permit any Hazardous Materials to be placed, held, located, or disposed of on, under or at the Mortgaged Property or any part thereof, and no part of the Mortgaged Property will ever be used as a manufacturing, storage or dump site for Hazardous Materials, nor will any part of the Mortgaged Property be affected by any Hazardous Materials Contamination. The Mortgagor shall notify the Mortgagee immediately upon its acquiring knowledge of the presence of any Hazardous Materials on the Mortgaged Property or of any Hazardous Materials Contamination, and shall comply promptly with any governmental requirements requiring the removal, treatment or disposal thereof and provide the Mortgagee with

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satisfactory evidence of such compliance. If any Event of Default hereunder shall have occurred and be continuing or any remedies with respect to the Mortgaged Property are exercised by the Mortgagee, the Mortgagor shall defend, indemnify and hold harmless the Mortgagee from any and all liabilities, including strict liability, actions, demands, penalties, losses, costs and expenses, including reasonable attorneys' fees and remedial costs, of any and every kind which may be incurred, paid or suffered by or asserted against the Mortgagee by any person, entity or governmental agency for, with respect to or as a direct or indirect result of the presence on or under, or the escape, leakage, seepage, spillage, discharge, emission, or release from the Property of any Hazardous Materials or any Hazardous Materials Contamination, regardless of whether or not caused by or within the control of the Mortgagor. The representations, warranties and covenants contained in this paragraph shall survive the satisfaction of this mortgage.

**10. Events of Default.** Any one of the following shall constitute an event of default:

(a) Failure of Mortgagor to pay, within five (5) days of when due and payable, any installments of principal or interest due under the Note, or any taxes and assessments due on the Mortgaged Property, or any other sums to be paid by Mortgagor hereunder, or under any of the Loan Documents.

(b) Failure by Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage, or the Loan Documents (excepting those specified in (a) above), for a period of fifteen (15) days after Mortgagee gives written notice specifying the failure.

(c) If either Mortgagor or any guarantor or endorser of the Note: (ii) files a voluntary petition in bankruptcy, or (i) is adjudicated as a bankrupt or insolvent, or (iii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors, or (iv) seeks, consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator for itself or of all or any part of the Mortgaged Property, or (v) makes any general assignment for the benefit of creditors, or (vi) makes any admission in writing of its inability to pay its debts generally as they become due; or (vii) a court of competent jurisdiction enters an order, judgment or decree approving a petition and filed against it seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive from the date of entry thereof; or (viii) any trustee, receiver or liquidator of it or of any part of the mortgaged property is appointed without the prior written consent of Mortgagee, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive.

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(d) Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note, this Mortgage or the Loan Documents.

(e) An event of default under any existing or future notes, loans, advances, guaranties, or other indebtedness owed to the Mortgagee by the Mortgagor, or any or either of them, or under any instrument securing such indebtedness.

(f) Without limiting the rights of Mortgagee under paragraph 8, a default or event of default under any other mortgage or security agreement encumbering the Property.

11. **Plan of Reorganization.** Mortgagor covenants and agrees that it will not modify the payment terms or interest rate due under the Note and Mortgage under any kind of plan of reorganization. In the event Mortgagor attempts to cure an event of default under any kind of plan of reorganization, the cure payments shall include interest at the applicable rate.

12. **Remedies After Default.** Upon an event of default, Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to: (a) enforce payment of the Note or the performance of any term hereof or any other right; (b) foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of a court or courts of competent jurisdiction; (c) collect all rents, issues, profits, revenue, income and other benefits from the Mortgaged Property; (d) appoint a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents, issues, profits, revenue, income, and other benefits thereof and apply the same as a court may direct and such receiver shall have all rights and powers permitted under law; and (e) pursue any other remedy available to it at law or in equity including, but not limited to taking possession of the Mortgaged Property without notice or hearing to Mortgagor. Mortgagee shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both, as Mortgagee may determine. All of such other remedies available to Mortgagee with respect to this Mortgage shall be cumulative and may be pursued concurrently or successively.

13. **Appointment of Receiver.** That in the event that at the beginning of or at any time pending any suit upon this Mortgage, or to foreclose it, or to reform it, and/or to enforce payment of any claims hereunder, the Mortgagee shall apply to the court having jurisdiction thereof for the appointment of a Receiver, such court shall forthwith appoint a Receiver of the Mortgaged Property all and singular, including all and singular the rents, income, profits, issues and revenues from whatever source derived, each and every of which, it being expressly understood, is hereby mortgaged as if specifically set forth and described in the granting and habendum clauses hereof, and such Receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a Receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to Mortgagee, and without reference to the adequacy or inadequacy of the value of the Property or to the solvency or insolvency of Mortgagor and/or of the defendants, and that such rents, profits, income, issues and revenues shall be applied by such Receiver according to the lien and/or equity of Mortgagee and in the practice of such court.



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14. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with excess, if any, paid to Mortgagor. In the event of a partial taking of the Property, unless Mortgagor and Mortgagee otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property or to the sums secured by this mortgage.

15. **Assignment of Rents and Profits.** In order to more fully secure payment of the indebtedness and performance of the terms and conditions hereof, Mortgagor hereby sells, assigns, transfers and sets over to Mortgagee all rents and income due under any oral or written leases now or hereafter in force pertaining to the Mortgaged Property. Mortgagor covenants and agrees that it will, at its cost and expense, perform and discharge, or cause to be performed and discharged, all of the undertakings of Mortgagor under any such leases. Provided, their Assignment shall not obligate Mortgagee to perform or discharge any obligation, duty or liability of Mortgagor under any such leases. Provided further, unless and until a default occurs under this Mortgage or the Promissory Note, Mortgagor shall be entitled to collect such rents and profits as and when they become due. Mortgagor agrees that upon notice from Mortgagee of the occurrence of default, the respective tenants under such leases shall thereafter pay to Mortgagee the rents and profits due and to become due under such leases without any obligation to determine whether or not a default exists.

16. **Security Agreement.** This Mortgage constitutes a security agreement under the Uniform Commercial Code and creates a security interest in all that property (and the proceeds thereof) included in the Mortgaged Property which might otherwise be deemed "personal property". Mortgagor shall execute, deliver, file and refile any financing statements, continuation statements, or other security agreements Mortgagee may require from time to time to confirm the lien of this Mortgage with respect to such property. Without limiting the foregoing, Mortgagor hereby irrevocably appoints Mortgagee attorney-in-fact for Mortgagor to execute, deliver and file such instruments for and on behalf of Mortgagor. Upon any event of default hereunder or under the Note or Loan Documents, Mortgagee shall have, in addition to any rights and remedies hereunder or under the Note, all of the rights and remedies granted to a secured party under the Uniform Commercial Code with respect to all personal property. To the extent permitted by law, Mortgagor and Mortgagee agree that the items set forth on the financing statements shall be treated as part of the Property and improvements regardless of the fact that such items are set forth in the financing statement. Such items are contained in the financing statements to create a security

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interest in favor of Mortgagee in the event such items are determined to be personal property under the law. Notwithstanding any release of any and all of that property included in the Mortgaged Property which is deemed "real property", any proceedings to foreclose this Mortgage or its satisfaction of record, the terms hereof shall survive as a security agreement with respect to the security interest created hereby and referred to above until the repayment or satisfaction in full of the obligations of Mortgagor as are now or hereafter evidenced by the Note.

17. **Inspection.** Mortgagee, its agents and employees shall have the right to enter upon and inspect the Mortgaged Property at any and all reasonable times for the protection of its interest in the Mortgaged Property and for such other purposes as may in Mortgagee's sole discretion, be necessary or desirable in connection with the exercise of its rights hereunder.

18. **No Waiver By Mortgagee.** No delay or failure by the Mortgagee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such term or of any such breach. No waiver of any breach shall effect or alter this Mortgage, which shall continue in full force and effect with respect to any other than existing or subsequent breach.

19. **Time is of the Essence/Notice.** The time provided for Mortgagor's performance of each of its respective covenants and agreements hereunder is of the essence of this Mortgage. All notices, demands, requests and other communications required under this Mortgage and the Note shall be in writing and shall be deemed to have been properly given when hand delivered, sent by express mail or when deposited in the United States mail and sent by United States first class mail, postage prepaid, addressed to the party for whom it is intended at its address set forth in the preamble hereof. Any party may designate a change of address by written notice to the others, given at least ten (10) days before such change of address is to become effective.

20. **Indemnity.** The Mortgagor shall protect, defend, indemnify and save harmless the Mortgagee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including attorneys' fees and expenses) imposed upon or incurred by the Mortgagee by reason of (a) failure to pay recording, mortgage, intangibles or similar taxes, roll back taxes, fees or charges relating to the Note or Mortgage, or (b) the Note or Mortgage or any claim or demand whatsoever which may be asserted against the Mortgagee by reason of any alleged action, obligation or undertaking of the Mortgagee relating in any way to the Note or Mortgage or matter contemplated by the Note or Mortgage, or (c) any and all liability arising from any of the leases or any negligence in the management, operation, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. In the event the Mortgagee incurs any liability, loss or damage arising out of or in any way relating to the loan transaction contemplated by the Note and Mortgage (including any of the matters referred to in this section), the amounts of such liability, loss or damages shall be added to the Note, shall bear interest at the interest rate specified in the Note from the date incurred until paid and shall be payable on demand.

21. **Mortgagee's Powers.** Without affecting the liability of any other person liable for the payment of the Note, and without affecting the lien or charge of this Mortgage or any other right or power granted Mortgagee herein upon any portion of the Property not then or heretofore

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released as security for the Note, the Mortgagee may, from time to time and without notice, (i) release any person so liable, (ii) extend the maturity or alter any of the terms of the Note, (iii) grant other indulgences, (iv) release or reconvey (or cause to be released or reconveyed at any time at the Mortgagee's option) any part or all of the Property, (v) take or release any other or additional security for the Note, (vi) make compositions or other arrangements with debtors in relation thereto, or (vii) advance additional funds to protect the security.

**22. Occupancy.** The Property will not be occupied, the usage of the Property will be for investment purposes. The Mortgagor will renovate the Property and then put the Property back on the market for resale.

**23. Severability.** Should any one or more of the provisions of this Mortgage be determined to be illegal or unenforceable as to one or more of the parties, all other provisions, nevertheless, shall remain effective and binding on the parties hereto, provided the essential terms for each party remain valid, binding and enforceable.

**24. Governing Law.** This Mortgage shall be interpreted and construed according to the laws of the State of Illinois.

**25. Singular, Plural, etc.** As used herein, the terms "Mortgagor" and "Mortgagee" shall include the singular and the plural and shall include the masculine, feminine and neuter genders. The plural shall include the singular and the singular shall include the plural in all applicable instances.

**26. Rights Cumulative.** The rights of Mortgagee granted and arising under the Loan Documents shall be separate, distinct and cumulative of other powers and rights herein granted and of all other rights which Mortgagee may have in law or equity, and none of them shall be in exclusion of any other. No act of Mortgagee shall be construed as an election to proceed under any provision of the Loan Documents to the exclusion of any other provisions, or an election of remedies to the bar of any other remedy allowed in law or equity.

**27. Captions.** The captions or headings herein shall be solely for convenience of reference and in no way define, limit or describe the scope or intent of any provisions or sections of this Mortgage.

**28. Waiver of Jury Trial.** The Mortgagor knowingly, voluntarily and intentionally waives the right it may have to a trial by jury with respect to any litigation arising out of, under, or in connection with this Mortgage and other agreements executed or contemplated to be executed in connection herewith, or arising out of, under, or in connection with any course of conduct, course of dealing, statements (whether verbal or written) or action of either party, whether in connection with the making, collection of the Note or Mortgage or otherwise. This provision is a material inducement for the Mortgagee to make the loan secured by this Mortgage.

IN WITNESS WHEREOF, the said Mortgagor has executed this Mortgage under seal on the day and year herein first above written.

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Signed, sealed and delivered in the presence of

F&V RACK REPAIR LLC, a Illinois limited liability company

\_\_\_\_\_  
Witness: \_\_\_\_\_  
(type or print name)

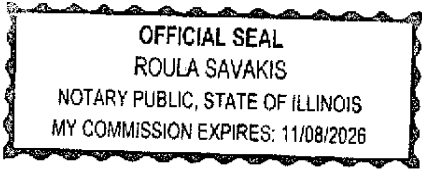
X Santos Velediaz  
By: MARGARET  
Its: \_\_\_\_\_

\_\_\_\_\_  
Witness: \_\_\_\_\_  
(type or print name)

STATE OF IL  
COUNTY OF COOK

THE FOREGOING instrument was acknowledged before me on this 31 day of May, 2014, by Santos Velediaz, who is the manager of F&V Rack Repair LLC, a Illinois limited liability company, who  is/are personally known to me or  has/have produced State ID as identification.

[Signature]  
\_\_\_\_\_  
Signature of Notary  
Roula Savakis  
\_\_\_\_\_  
(Name of Notary Typed/Printed/Stamped)  
Commission Number: \_\_\_\_\_  
Commission Expires: 11/8/2016



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CHICAGO TITLE  
COMPANY

## LEGAL DESCRIPTION

Order No.: 23GNW056204SK

For APN/Parcel ID(s): 19-24-420-019-0000

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LOTS 456 AND 457 IN BRITIGAN'S WESTWOOD, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4 OF SECTION 24, AFORESAID) IN COOK COUNTY, ILLINOIS.

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